was still binding on the parties. *Held,* since there was a rescission of the old contract, and since the new contract was invalid, the counterclaim on both grounds must be dismissed. *Morris* v. *Baron & Co.* (1917) 118 L. T. R. (N. S.) 34.

The parol rescission of a contract within the Statute of Frauds has been upheld in equity both in England and in the United States. *Goman* v. *Salisbury* (1684) 1 Vern. 240; *Warden* v. *Bennett* (1911) 145 Ky. 325, 140 S. W. 538. Though it is now established in this country that such a defence, as distinguished from a parol variation, is permitted at law also, *Brownfield's Ex'rs.* v. *Brownfield* (1892) 151 Pa. 565, 25 Atl. 92, the question seems never to have been squarely presented in England. See Benjamin, Sales (5th ed.) 238. Where, however, the rescission of a contract for the sale of land is considered as the surrender of an equitable interest, it has been held that the statute should apply to the contract of rescission; *Dial* v. *Crain* (1853) 10 Tex. 444; *Dougherty* v. *Cattlet* (1889) 129 Ill. 431, 21 N. E. 932; but the majority of the courts do not recognize any such distinction. *Warden* v. *Bennett, supra*; *Brownfield's Ex'rs.* v. *Brownfield, supra.* An attempt to vary a contract within the statute by a subsequent parol agreement is generally held to be invalid, *Grand Forks Lumber Co.* v. *McClure Logging Co.* (1908) 103 Minn. 471, 115 N. W. 406; *Willis* v. *Fields* (1909) 132 Ga. 242, 63 S. E. 828, although the performance of the agreement would operate to discharge the old contract. *Oregon, etc., Co.* v. *Elliott, etc., Co.* (1912) 70 Wash. 148, 126 Pac. 406. But when the original contract is supplanted by another, it has been suggested that the unenforceability of the new contract will prevent it from discharging the original one; although the cases usually cited for this proposition, *Augusta, etc., R. R.* v. *Smith & Kilby Co.* (1899) 106 Ga. 864, 33 S. E. 28; *Price* v. *Dyer* (1810) 17 Ves. 356, really decide that a subsequent parol modification has no effect on the old contract, and do not distinguish between variation and rescission. It seems, however, that where the evidence, as in the instant case, clearly shows an abandonment of the old contract, the mere fact that the parties made a new one which is unenforceable, should not prevent the extinguishment of the former. See *Price* v. *Dyer, supra*; *Fry,* Specific Performance (5th ed.) § 1039.

STATUTES—WIDOW'S ALLOWANCE—EXEMPTION OR INHERITANCE.—The plaintiff, a resident of Austria, filed a petition claiming the statutory allowance in her favor of personal property of her husband, a resident of North Dakota. The husband's legatees opposed the action. *Held,* two judges dissenting, that the statute in question was one of exemption, and not of inheritance, and therefore did not apply to nonresidents. *Krumenacker* v. *Andis* (N. D. 1917) 165 N. W. 524.

Statutes exempting homesteads are without question assumed to be statutes of exemption; and nonresidents are barred from claims thereunder, *Stanton* v. *Hitchcock* (1887) 64 Mich. 316, 31 N. W. 395; *Tromsdahl* v. *Beaton* (1914) 27 N. D. 441, 146 N. W. 719, on the ground that the very term "homestead" presupposes the local residence of the claimant. Statutes exempting personal property in favor of widows and children are usually construed as additions to the homestead laws, and hence are statutes of exemption. *Ex parte Pearson* (1884) 76 Ala. 521; see *Barber* v. *Ellis* (1890) 68 Miss. 172, 8 So. 390. However, it has been held that such statutes are laws of inheritance, and under this construction it follows that

nonresidents may claim as well as residents. *Farris* v. *Battle* (1887) 80 Ga. 187, 7 S. E. 262. With the exception of homestead exemptions, there is a conflict of authority as to the right of a nonresident to claim under a statute of exemption. The earlier view generally denied the right; *Kyle & Co.* v. *Montgomery* (1886) 73 Ga. 337; *Kelson* v. *Detroit, etc., R. R.,* (1906) 146 Mich. 563, 109 N. W. 1057, but, since the reason that barred nonresidents from claiming under homestead laws does not apply to statutes exempting personal property, the more recent tendency of the courts is to hold that such laws include nonresidents in the absence of express provision to the contrary. *Bond* v. *Turner* (1898) 33 Ore. 551, 54 Pac. 158; *Himmel* v. *Eichengreen* (1908) 107 Md. 610, 69 Atl. 511; *Carroll* v. *First State Bank* (Tex. Civ. App. 1912) 148 S. W. 818. The principal case seems sound in holding that the statute in question is one of exemption, because of its position in the code following the homestead provisions, but the decision seems questionable in adhering to the older and harsher view that such statutes do not apply to nonresidents.

TORTS—INDUCING BREACH OF CONTRACT.—The complaint alleged that the defendant had induced the plaintiff's fiance to break his engagement with her by threatening to put him in an asylum and also by slandering the plaintiff. The action for slander was barred by the Statute of Limitations. *Held,* the plaintiff could not recover. *Homan* v. *Hall* (Neb. 1917) 165 N. W. 881.

As a general rule an action lies for inducing a breach of contract, unless the defendant can show some justification for his act. See *South Wales etc.* v. *Glamorgan Coal Co.* [1905] A. C. 239; 8 Columbia Law Rev. 496; *cf. Ashley* v. *Dixon* (1872) 48 N. Y. 430. What circumstances amount to a valid justification is a matter of public policy. The use of intimidation has always been considered unjustifiable, *cf. Doremus* v. *Hennessy* (1898) 176 Ill. 608, 52 N. E. 924, 54 N. E. 524, also the use of false defamatory statements, even where the injury resulting therefrom is the loss of any relationship beneficial to the plaintiff. *Lally* v. *Cantwell* (1888) 30 Mo. App. 524; *cf. Shepherd* v. *Wakeman* (1674) 1 Sid. 79. In the latter class of cases, however, there is some doubt whether the recovery is based on special damages for slander or for inducing the breach of contract. In the case at hand, since the Statute of Limitations had barred the action for slander, and the demurrer admitted that the breach was caused by intimidation and defamatory statements, the plaintiff's whole right to recover rested on whether the defendant's interference was actionable: *i. e.* whether a contract to marry is so unusual that no action will lie for inducing the breach of it. The view maintained in Cooley, Torts (2nd ed.) 277, that no such action will lie, is not based on any authorities. The only case following this view is *Leonard* v. *Whetstone* (1904) 34 Ind. App. 383, 68 N. E. 197. There the court held that no action would lie against a parent who induced his child to break a contract to marry. By way of mere *dictum* the court extended this rule to cases of strangers to the contract, basing its view on the unsupported statements of Judge Cooley. The right of a parent to induce a wife to leave her husband, if done in good faith, has also been upheld, if the advice was not maliciously given. *Oakman* v. *Belden* (1900) 94 Me. 280, 47 Atl. 553. Both of these decisions seem correct, as the parent if acting in good faith, may be justified on grounds of public policy in inducing the breach of a con-